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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BMG RIGHTS MANAGEMENT (US) LLC
D/B/A BMG MONARCH, 'TIL TUNES
ASSOCIATES, AND UNIVERSAL MUSIC-
MGB NA LLC D/B/A UNIVERSAL MUSIC-
MGB SONGS,

Plaintiffs,

vs.

THE FREMONT COUNTRY CLUB, LLC,
PERLUNDIS, LLC, AVA BERMAN, AND
CARLOS ADLEY,

Defendants.

Case No. 2:23-cv-241-JAD-NJK

**STIPULATION AND ORDER
FOR ENTRY OF FINAL
JUDGMENT**

AND

FINAL JUDGMENT

ECF No. 22

Plaintiffs BMG Rights Management (US) LLC d/b/a BMG Monarch, 'Til Tunes Associates, and Universal Music-MGB NA LLC d/b/a Universal Music-MGB Songs (collectively, "Plaintiffs"), by and through their attorneys, and Defendants The Fremont Country Club, LLC, Perlundis, LLC, Ava Berman, and Carlos Adley (collectively, the "Defendants"), pursuant to their Confidential Settlement Agreement, effective as of March 31, 2023 (the "Settlement Agreement"), hereby stipulate and agree as follows:

1. On February 15, 2023, Plaintiffs filed their Complaint against Defendants alleging three counts of copyright infringement arising out of Defendants' allegedly unauthorized public performances at the Fremont Country Club ("FCC"), located at 601 East Fremont Street, Las Vegas, NV 89101, of copyrighted music owned by Plaintiffs.

1 2. This Court has jurisdiction pursuant to 28 U.S.C. § 1338(a), and venue in this
2 District is proper pursuant to 28 U.S.C. § 1400(a).

3 3. Plaintiffs and Defendants have entered into the Settlement Agreement to settle all
4 outstanding claims and disputes relating to this litigation.

5 4. Defendants' obligations under this Stipulation for Entry of Final Judgment (the
6 "Stipulation") arise from the above-mentioned Settlement Agreement, which expressly provides
7 for this Stipulation and entry of a Final Judgment.

8 5. The Settlement Agreement is being made as the compromise of disputed claims
9 alleged in the Complaint and, except as provided therein and in this Stipulation, shall not be deemed
10 to be an admission of liability of any Defendant.

11 6. Defendants hereby agree that Final Judgment may be entered immediately against
12 them, jointly and severally, in the amount of \$36,000.00, together with statutory interest at the
13 applicable rate from the date of entry of the Final Judgment.

14 7. Plaintiffs hereby agree that they will not execute on the Final Judgment against
15 Defendants provided that the Defendants are not in an uncured default under the Settlement
16 Agreement. Plaintiffs further agree that the Final Judgment shall be deemed satisfied by
17 Defendants' timely fulfillment of the terms of the Settlement Agreement. Upon Defendants'
18 fulfillment of the terms of the Settlement Agreement, Plaintiffs will file a satisfaction of the Final
19 Judgment.

20 8. This Stipulation and the Final Judgment shall bind and benefit the heirs, executors,
21 administrators, successors, assigns, parents, affiliates, members and subsidiaries of Plaintiffs and
22 Defendants.

23 9. ASCAP shall offer, and Defendants shall accept and execute, consistent with the
24 terms of the Settlement Agreement, an ASCAP license agreement for FCC commencing April 1,
25 2023.

26 10. Provided that Plaintiffs are not in default of the Stipulation or the Settlement
27 Agreement, Defendants agree they have waived all rights to challenge the entry of the Final
28 Judgment or to appeal the Final Judgment.

11. Plaintiffs and Defendants have agreed to the terms of this Stipulation and the Final Judgment following consultation, or after having the opportunity for consultation, with legal counsel.

12. Each party shall bear its own costs and attorneys' fees.

SNELL & WILMER L.L.P.

GALLIAN WELKER & ASSOCIATES, L.C.

/s/ Nathan G. Kanute

/s/ Nathan E. Lawrence (with permission)

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Attorneys for Plaintiffs

Attorneys for Defendants

ORDER AND FINAL JUDGMENT

The Court having reviewed the *Stipulation for Entry of Final Judgment* [ECF No. 22] agreed to and executed by Plaintiffs BMG Rights Management (US) LLC d/b/a BMG Monarch, 'Til Tunes Associates, and Universal Music-MGB NA LLC d/b/a Universal Music-MGB Songs (collectively, "Plaintiffs"), by and through their attorneys, and Defendants The Fremont Country Club, LLC, Perlundis, LLC, Ava Berman, and Carlos Adley (collectively, the "Defendants"), by and through their attorneys; the parties having agreed to entry of this Final Judgment; the Court having jurisdiction over this matter; and with good cause appearing therefor;

1 **IT IS HEREBY ORDERED** that:

2 1. The Stipulation [22] is approved in full and incorporated into this Final Judgment;

3 2. Judgment is hereby entered against Defendants, jointly and severally, in the amount
4 of \$36,000.00, plus post-judgment interest at the Federal judgment rate of 5.36% per annum
5 accruing from the date of this Final Judgment until it is paid in full;

6 3. Plaintiffs may not enforce or execute on this Final Judgment provided Defendants
7 are in compliance with the terms of the Settlement Agreement, as defined above, but may exercise
8 all rights and remedies available under this Final Judgment upon Defendants' uncured default under
9 the Settlement Agreement;

10 4. Once this Final Judgment is satisfied, including by Defendants' timely fulfillment
11 of the terms of the Settlement Agreement, Plaintiffs shall file a Satisfaction of Judgment with the
12 Court;

13 5. Provided that Plaintiffs are not in default of the Stipulation or the Settlement
14 Agreement, Defendants waive all rights to challenge the entry of this Final Judgment and to appeal
15 the Final Judgment;

16 6. Each party shall bear its own costs and attorneys' fees through the date of this Final
17 Judgment;

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1 7. In the event Plaintiffs are entitled to execute on or enforce this Final Judgment,
2 Plaintiffs shall be entitled to recover their reasonable attorneys' fees incurred in connection with
3 any efforts to collect; and

4 8. The Clerk of Court is directed to **CLOSE THIS CASE.**

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6 DATED this 29th day of August, 2023

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UNITED STATES DISTRICT COURT JUDGE